

- 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
- 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
- 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

- 2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).
- 2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Neutral Tandem pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

- 2.3.1 Neutral Tandem shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to Neutral Tandem.

3. **Neutral Tandem Prices**

Notwithstanding any other provision of this Agreement, the Charges that Neutral Tandem bills Verizon for Neutral Tandem's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Neutral Tandem's cost to provide such Neutral Tandem's Services to Verizon exceeds the Charges for Verizon's comparable Services and Neutral Tandem has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. **[This Section Intentionally Left Blank]**

5. **Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT¹

(PENNSYLVANIA EAST) V1.17

A. INTERCONNECTION²

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$.000987/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$.002439/MOU	Not Applicable

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Neutral Tandem shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply equivalent for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to Neutral Tandem when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Neutral Tandem in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

² All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Entrance Facilities and Transport for Interconnection

A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection

Per Verizon FCC
Interstate Tariff No. 1
Section 6 for Feature
Group D service, as
amended from time to
time

Per Verizon FCC
Interstate Tariff No. 1
Section 6 for Feature
Group D service, as
amended from time to
time

Per intrastate Verizon PA
PUC No. 302 Section 6
access tariff for Feature
Group D service, as
amended from time to
time

Per intrastate Verizon
PA PUC No. 302
Section 6 access tariff
for Feature Group D
service, as amended
from time to time

III. Exchange Access Service

Interstate

Per Verizon FCC Interstate Tariff No. 1, Section 6 for Feature Group D service, as amended from time to time.

Intrastate

Per intrastate Verizon PA PUC No. 302, Section 6 access tariff for Feature Group D service, as amended from time to time

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

IV. Fiber Meet

To be charged in accordance with the requirements of the Interconnection Attachment.

V. Tandem Transit Traffic Service

Tandem Switching

\$.001146/MOU

Per Section II. above, as applicable

Switched Transport

\$.000206/MOU
\$.000010/MOU/Mile

B. UNBUNDLED NETWORK ELEMENTS^{3 4}

Service or Element Description:

I. Interoffice Facilities

Recurring Charges:

Non-Recurring Charge:

As applicable per Verizon PA PUC 216 as amended from time to time.

II. Digital Cross-Connect System

As applicable per Verizon PA PUC 216 as amended from time to time.

³ All rates and charges specified herein are pertaining to the Network Elements Attachment. The rates set forth herein are subject to, and shall not have the effect of limiting, footnote 1 above. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to change UNE prices to conform to any modification of the FCC's UNE pricing rules.

⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Neutral Tandem shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

III. Unbundled Loops

2 Wire ADSL compatible Loops
2 Wire HDSL compatible Loops
2 Wire SDSL compatible Loops
2 Wire IDSL compatible Loops

With the exception of 2 Wire HDSL, SDSL and IDSL, as applicable per Verizon PA PUC 216 as amended from time to time.

Density Cell:

1 - \$6.77/Month
2 - \$9.25/Month
3 - \$12.39/Month
4 - \$22.39/Month

Service Order: \$0.00

Installation:

If premises visit not required - \$1.44 initial and each additional loop; Not Applicable if existing loop & port together

If premises visit required - \$1.44, initial and each additional loop

Disconnect:

\$1.30 per loop

Cooperative Testing, per loop-\$0.00

Engineering query, \$0.00

Engineering Work Order, \$0.00

Manual Pre-Qualification, per loop \$0.00

Line and Station Transfer⁵ (for xDSL Loops) N/A

\$0.00/Loop

Line and Station Transfer⁶ (for HotCut) N/A

\$147.75/Loop

IV. Intrastate Collocation

As Applicable Per Verizon PA PUC No. 218 as amended from time to time

⁵ Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility.

⁶ Line and Station Transfer applies where Verizon swaps facilities in order to provision a Copper Facility

V. Line Splitting (also referred to as "Loop Sharing")

A. Unbundled Local Loops

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges.

B. Other Charges

I. Regrade \$ 3.28 NRC

II. *Service Connection

***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

III. Disconnect A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

IV. Line and Station Transfers/Pair Swaps An LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As applicable per Verizon PA PUC No. 218 as amended from time to time.

D. Applicable rates for Line Splitting are as set forth in Verizon's PA PUC No. 216 Tariff as amended from time to time.

⁷ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

VI. EEL

As applicable per Verizon PA PUC 216 as amended from time to time.

VII. DARK FIBER

Records Review, per inquiry		\$0.00
Records Review with Reservation, per inquiry		TBD
Dark Fiber – IOF		
Verizon C.O. to Verizon C.O		
Service Order		\$55.22
Serving Wire Center ("SWC") Charge/SWC/Pair	\$15.95	\$42.59
IOF Mileage/Pair/mile	\$149.32	
IOF Mileage Installation Charge/Pair		\$204.94
Expedited Handling		\$94.34
Intermediate Office Routing Charge	\$10.66	\$36.23
Dark Fiber - LOOP		
Service Order		\$55.22
SWC Charge/SWC/Pair	\$15.95	\$38.53
Loop Charge/Pair		
Rate Group A1	\$71.66	\$566.97
Rate Group A2	\$117.04	\$566.97
Rate Group B1	\$169.14	\$566.97
Rate Group B2	\$200.95	\$566.97
Expedited Handling		\$317.43

VIII. Unbundled Sub-Loop Arrangement (USLA)

As applicable per Verizon PA PUC 216 as amended from time to time.

IX. Unbundled Drop Sub-Element (UDSE)

As applicable per Verizon PA PUC 216 as amended from time to time.

X. Network Interface Device (NID)

Except as below for NID-to-NID as applicable per Verizon PA PUC 216 as amended from time to time.

NID - 2 Wire per NID/month - NID-to-NID	\$1.04
NID - 4 Wire per NID/month - NID-to-NID	\$1.12

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Routine Network Modifications⁸		
Clear Defective Pair (Where feasible)	N/A	TBD
Reassignment of Non-Working Cable Pair	N/A	TBD
Binder Group Rearrangement	N/A	TBD
Repeater – Installation	N/A	TBD
Apparatus Case – Installation	N/A	TBD
Range Extenders – DS0 Installation	N/A	TBD
Range Extenders – DS1 Installation	N/A	TBD
Channel Unit to Universal/Cotted DLC System (existing)	N/A	TBD
Serving Terminal – Installation/Upgrade	N/A	TBD
Activate Dead Copper Pair	N/A	TBD
Multiplexer – 1/0 - Installation	N/A	TBD
Multiplexer – 1/0 – Reconfiguration	N/A	TBD
Multiplexer – 3/1 - Installation	N/A	TBD
Multiplexer – 3/1 – Reconfiguration	N/A	TBD
Multiplexer – Other – Installation	N/A	TBD
Move Drop	N/A	TBD
Cross-Connection – Existing Fiber Facility	N/A	TBD
Line Card – Installation	N/A	TBD
Copper Rearrangement	N/A	TBD
Central Office Terminal – Installation	N/A	TBD
IDLC Only Condition	N/A	TBD
Other Required Modifications	N/A	TBD
No Facilities - Confirmation	N/A	TBD
OTHER		TBD
Commingle Arrangements – per circuit NRC	N/A	TBD
Conversion – Service Order	N/A	TBD
Conversion - Installation per circuit	N/A	TBD
Circuit Retag – per circuit	N/A	TBD
	N/A	
Dark Fiber – Dark Fiber Routine Network Modifications	N/A	TBD

⁸ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

C. RESALE⁹**Service or Element Description:****Recurring Charges:****Non-Recurring Charge:****I. Wholesale Discount for Resale of Retail Telecommunications Services¹⁰**

Resale of retail services if Neutral Tandem provides own operator services platform

22.00% (Inclusive of PA gross receipts tax)

Resale of retail services if Neutral Tandem uses Verizon operator services platform

18.34% (Inclusive of PA gross receipts tax)

D. OPERATIONS SUPPORT SYSTEM

As applicable per Verizon PA PUC 216 as amended from time to time.

E. 911/E911

Access pass-through to number portability purchaser

Transport
Data Entry and MaintenancePer section A. above.
No Charge

⁹ All rates and charges specified herein are pertaining to the Resale Attachment.

¹⁰ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the provisions of the Resale Attachment, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

F. TIME AND MATERIALS

As applicable per Verizon PA PUC 216 as amended from time to time.

G. DIRECTORY LISTINGS & BOOKS

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to Verizon-PA end user business customers for which no specific charge applies.

Not Applicable

Not Applicable

Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order, or for changes made to existing listings.)

Retail rates apply. For retail rates see Verizon-PA Tariff No. 1 sec. 5.B.

Books & delivery (annual home area directories only)

No charge for normal numbers of books delivered to end users; bulk deliveries to Neutral Tandem per separate arrangement

**EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION
ATTACHMENT**

Technical Specifications and Requirements

for

**Neutral Tandem - VERIZON PENNSYLVANIA INC.
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Neutral Tandem - Verizon Pennsylvania Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]");

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF TANDEM/END OFFICE] and Neutral Tandem's [NAME OF TANDEM/END OFFICE] in the Commonwealth of Pennsylvania. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Verizon Tandem or End Office.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for Neutral Tandem to connect [] strands of its fiber cable [] connectors. Verizon's FNID will be locked, but Verizon and Neutral Tandem will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 Neutral Tandem will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [] strands of its fiber optic cable in the FNID. The FNID provisioned by Neutral Tandem will be a [MANUFACTURER, MODEL]. Neutral Tandem will bear the cost of installing and maintaining its FNID. The fiber patch panel within Neutral Tandem's FNID will serve as FMP No. 2. Neutral Tandem will provide a fiber stub at the fiber patch panel in Neutral Tandem's FNID for Verizon to connect [] strands of its fiber cable. Neutral Tandem's FNID will be locked, but Neutral Tandem and Verizon will have 24 hour access to their respective side of the fiber patch panel located in Neutral Tandem's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and Neutral Tandem shall provide [Primary Reference Source traceable timing].

4. Add Drop Multiplexer.

- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide Neutral Tandem with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
- 4.2 Neutral Tandem will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Neutral Tandem will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Neutral Tandem must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Neutral Tandem's Add Drop Multiplexer.
- 4.3 Neutral Tandem and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and Neutral Tandem Add Drop Multiplexers of FM No. [XX].

5. Testing.

- 5.1 Prior to turn-up of FM No. [XX], Verizon and Neutral Tandem will mutually develop and implement testing procedures for FM No. [XX]

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Neutral Tandem as a final step of turn up of the FM No. [XX].
- 6.2 For one-way trunk arrangements, Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and Neutral Tandem will control the CFA for the subtending facilities and trunks connected to Neutral Tandem's

slots. Neutral Tandem will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and Neutral Tandem shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and Neutral Tandem's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Neutral Tandem shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Neutral Tandem shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and Neutral Tandem will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and Neutral Tandem will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Neutral Tandem will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Neutral Tandem's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Verizon and Neutral Tandem will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and Neutral Tandem will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party

requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

NEUTRAL TANDEM - PENNSYLVANIA, LLC

VERIZON PENNSYLVANIA INC.

By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

**Neutral Tandem - VERIZON PENNSYLVANIA INC.
Fiber Meet Arrangement No. [XX]**

City, State

EXHIBIT C

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") dated July 1st, 2015 (the "Effective Date"), is made by and between ATL Communications, Inc., an Oregon corporation ("ATL"), with offices at 56825 Venture Lane, Suite 110, Sunriver, OR 97707 and Mix Networks Inc., a Florida corporation, with offices at 608 Robin Road Lakeland, FL 33803, on behalf of itself and its affiliates (collectively, "CUSTOMER"). ATL and CUSTOMER are sometimes referred to herein individually as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, ATL is in the business of furnishing various services supporting the provision of telecommunications and related services; and

WHEREAS, CUSTOMER desires to procure certain of ATL's services, as specified herein

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, ATL and CUSTOMER agree as follows:

GENERAL TERMS AND CONDITIONS

Section 1. Provision of Services.

ATL will provide to CUSTOMER the services defined in the executed Service Addendums attached.

Section 2. Payment for Services.

2.1 CUSTOMER shall pay ATL for the Services in accordance with Fee Schedules attached to each executed Service Addendum. ATL's current Fee Schedules are attached to each Service Addendum. ATL, in its sole discretion, may increase or otherwise revise the fees, rates, and charges set forth in the Service Addendum Fee Schedule at the end of a term and only upon providing CUSTOMER thirty (30) days' prior written notice. In addition, CUSTOMER shall be responsible for paying all taxes and other charges imposed by governmental authorities in connection with ATL's provision of CUSTOMER's receipt of the Services. CUSTOMER shall not be responsible for taxes, assessments, duties, permits, tariffs, fees or other charges of any kind attributable to ATL's income; revenue, profits; assets, gross receipts; or any similar profit-related taxes, which shall remain the sole responsibility of ATL.

2.2 Start-Up Fees are due and payable upon execution of this Agreement. ATL will bill CUSTOMER monthly for all other fees and charges, with monthly Retainer fees and other recurring charges being billed in advance and any usage charges being billed in arrears. Bills will be sent electronically unless CUSTOMER specifies otherwise. Payment, in full, of all invoiced amounts is due on or before the twenty-fifth (25th) day following the invoice date (the "Due Date"). Any payment, or portion thereof, not received by the Due Date shall be considered late and shall be subject to a late fee calculated at the rate of the lesser of one and one-half per cent (1.5%) per month, or the highest amount permitted by law, until paid.

2.3 If CUSTOMER reasonably disputes any portion of an ATL invoice, CUSTOMER must pay the undisputed portion and submit a written claim for the disputed amount. All claims must be submitted to ATL within sixty (60) days of receipt of the invoice for those Services. CUSTOMER irrevocably waives the right to dispute any charges not disputed within sixty (60) days. ATL and CUSTOMER agree to use their good faith best efforts to resolve any dispute within thirty (30) days of CUSTOMER's timely claim. ATL will reflect any credits or adjustments relating to a settled disputed amount in the next invoice submitted to CUSTOMER after resolution. In the event that a dispute is resolved against CUSTOMER, CUSTOMER must pay, within thirty (30) days of CUSTOMER's receipt of ATL's notice of the resolution of the dispute, any portion of the disputed charges that was previously withheld.

2.4 In the event CUSTOMER fails, by the Due Date, to pay the undisputed portion of any invoice, or any other invoiced amounts for which CUSTOMER failed to submit a proper and timely dispute, CUSTOMER shall be in material breach of this Agreement. ATL will permit CUSTOMER five (5) business days to cure such breach. If the breach remains uncured, or if CUSTOMER otherwise breaches this Agreement (and the breach remains uncured beyond any stated cure period herein), ATL shall have the right to take all such lawful action as ATL may in its sole discretion deem appropriate, including, without limitation, any of the following: (i) suspend acceptance or processing of CUSTOMER's orders for Services; (ii) enforce any security interest held by ATL; (iii) upon thirty (30) days' notice to CUSTOMER, terminate this Agreement without liability to CUSTOMER, including cancellation of any Services being provided to CUSTOMER; (iv) if ATL is acting as CUSTOMER's RespOrg under this Agreement, ATL may contact CUSTOMER's customers to advise them that, following termination of this Agreement pursuant to such thirty (30) notice, ATL will be abandoning their toll free

numbers, and, if necessary, return the numbers to the appropriate number administration system (SMS/800 for Toll Free or NPAC for Local Numbers); and (v) pursue any other remedy or relief as may be permitted by this Agreement or by law, including any combination of the foregoing actions.

2.5 CUSTOMER acknowledges and agrees that time is of the essence with respect to payment of ATL's invoices. Except as expressly set forth above, CUSTOMER shall have no opportunity to cure a failure to pay an ATL invoice in a timely manner. CUSTOMER further acknowledges and agrees as follows with respect to termination of this Agreement based on CUSTOMER's failure to pay any amount due ATL, except for any amount in dispute that is subject to pending dispute resolution under Section 2.3:

(i) That CUSTOMER shall not seek or obtain legal or equitable remedies, including without limitation, injunctive relief, that would require ATL to continue providing the Services to CUSTOMER or CUSTOMER's customers while any undisputed amount due to ATL remains unpaid;

(ii) That CUSTOMER shall be solely responsible for, and shall indemnify ATL against, and hold ATL harmless from, any and all claims and liability asserted by CUSTOMER's customers or other third parties affected by ATL's discontinuation of Services, including, without limitation, ATL's abandonment of any numbers or its return of numbers to the appropriate number administration system.

2.6 CUSTOMER shall be liable to ATL for all costs, including, without limitation, reasonable attorney fees, collection agency fees and commissions, incurred by ATL in attempting to collect past due charges.

Section 3. Security for Payment.

ATL may in its sole discretion, prior to providing any Services, require CUSTOMER to furnish security for payment in the form of a refundable deposit. Further, if at any time ATL reasonably determines that any amount held as a deposit is inadequate to secure payment of ATL's charges, ATL may require an additional deposit in a reasonably sufficient amount. Any additional security required hereunder must be furnished to ATL by CUSTOMER within thirty (30) days from the date that ATL notifies CUSTOMER of the requirement to furnish such additional security. Any deposit furnished by CUSTOMER shall be refunded, without interest, upon the termination of ATL's provision of the Services and CUSTOMER's payment, in full, of ATL's invoices to which the deposit relates.

Section 4. Insolvency.

In the event a Party files for bankruptcy, whether voluntary or involuntary; admits in writing its inability to pay its debts generally as they become due; makes a general assignment for the benefits of creditors; or seeks relief or reorganization under any laws relating to bankruptcy or insolvency, the other Party may, upon written notice, terminate this Agreement.

Section 5. Warranties.

5.1 Performance. ATL represents, warrants and covenants that all Services: (i) will be performed in accordance with CUSTOMER's reasonable written instructions; (ii) will be performed to the best of ATL's ability and in an effective, timely, professional and workmanlike manner in accordance with applicable industry standards and practices; (iii) will be performed in accordance with any specifications and documentation set forth in the relevant Service Addendum; and (iv) will comply, including the utilization thereof as contemplated hereunder, with all applicable laws, rules, regulations, orders of any governmental (including any regulatory or quasi-regulatory) agency, and will not violate or contravene the terms of any contracts between ATL and third parties.

5.2 Non-infringement. ATL represents, warrants and covenants that: (i) it has and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under this Agreement and to grant CUSTOMER the rights granted hereunder; and (ii) none of the Services nor the provision or utilization thereof as contemplated under this Agreement, do or will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.

5.3 Nonimmigrant Workers. ATL represents warrants and covenants that all non-U.S. citizens performing Services under this Agreement will be in compliance with U.S. immigration laws and the rules, regulations and guidelines promulgated by the U.S. Bureau of Citizenship and Immigration Services.

5.4 Except as expressly set forth herein, NEITHER PARTY MAKES ANY WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY,

COMPLETENESS, and OR FITNESS FOR ANY PURPOSE OF THE SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT. ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE OR FURNISHED WITHOUT INTERRUPTION ARE HEREBY EXCLUDED AND DISCLAIMED.

Section 6. Limitation of Liability.

6.1 ATL'S TOTAL LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS, CLAIM, INJURY, LIABILITY, OR EXPENSE (INCLUDING ATTORNEYS' FEES) ARISING OUT OF ATL'S PERFORMANCE OR FAILURE TO PERFORM AS PROVIDED IN THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF THE TRANSACTION CHARGE PAID BY CUSTOMER FOR THE TRANSACTION GIVING RISE TO THE CLAIMED LIABILITY, IRRESPECTIVE OF WHETHER SUCH LIABILITY IS DUE TO BREACH OF CONTRACT, ACTIVE OR PASSIVE NEGLIGENCE, OR ANY OTHER ACT OR FAILURE TO ACT BY ATL OR ITS EMPLOYEES OR AGENTS.

6.2 NOTHING HEREIN SHALL EXEMPT OR BE CONSTRUED AS EXEMPTING ATL FROM ANY LIABILITY ARISING OUT OF ATL'S WILLFUL MISCONDUCT, FRAUDULENT CONDUCT, OR VIOLATIONS OF LAW OR AS OTHERWISE LIMITING ATL'S LIABILITY TO THE EXTENT SUCH LIMITATION IS UNLAWFUL OR OTHERWISE UNENFORCEABLE AS CONTRARY TO PUBLIC POLICY.

6.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL ATL OR ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS, CLAIM, INJURY, LIABILITY, OR EXPENSE (INCLUDING ATTORNEYS' FEES) CAUSED BY CUSTOMER OR ARISING OUT OF THE PROVISION OF FACILITIES OR SERVICES BY ANY OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, SMS/800, INC. OR THE NUMBER PORTABILITY ADMINISTRATION CENTER (NPAC) ADMINISTRATOR.

6.4 UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS.

Section 7. Indemnification.

BOTH PARTIES SHALL INDEMNIFY THE OTHER AND ITS EMPLOYEES AND AGENTS, AND HOLD EACH OTHER AND ITS EMPLOYEES AND AGENTS HARMLESS, AGAINST ALL LOSS, LIABILITY, DAMAGE, AND EXPENSE, INCLUDING REASONABLE ATTORNEYS FEES, DUE TO CLAIMS BY THIRD PARTIES FOR ANY LOSS, INJURY TO PERSON OR PROPERTY, LIABILITY, DAMAGE, OR OTHER HARM OF ANY NATURE ARISING OUT OF, OR IN ANY WAY RELATING TO EACH OTHER'S PROVISION OF SERVICES UNDER THIS AGREEMENT, IRRESPECTIVE OF ANY PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OR FAILURE TO ACT ON THE PART OF EACH OTHER OR EACH OTHER'S EMPLOYEES OR AGENTS; PROVIDED THAT NOTHING HEREIN WILL BE DEEMED TO REQUIRE CUSTOMER TO INDEMNIFY EACH OTHER EITHER FOR EITHER PARTY'S WILLFUL MISCONDUCT OR TO THE EXTENT, BUT ONLY TO THE EXTENT, THAT SUCH INDEMNIFICATION OBLIGATION IS UNLAWFUL OR OTHERWISE UNENFORCEABLE AS CONTRARY TO PUBLIC POLICY.

Section 8. Force Majeure.

ATL will not be liable for any delay or failure in performance of any part of this Agreement caused by a force majeure condition, including fires, strikes, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes, civil disturbances, government requirements, acts of civil or military authorities, acts of God, acts of a public enemy, inability to secure services or products of outside vendors, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, ATL will give prompt notice to CUSTOMER and will take reasonable steps to mitigate the effects of such force majeure condition on its performance. Upon cessation of such force majeure condition, ATL will give like notice and commence performance hereunder as promptly as reasonably practicable.

Section 9. Compliance with Laws.

The Parties shall perform all of their respective obligations and undertakings hereunder, and carry out all related business, in compliance with all applicable governmental laws, orders, rules, and regulations.

Section 10. CUSTOMER Authorizations.

CUSTOMER covenants and warrants that, prior to submitting any order or other request to ATL for the provision of Services in connection with the assignment, porting, establishment, or transfer of any toll free number, local telephone number, or telecommunications service, CUSTOMER will have obtained all customer and end user authorizations, and verifications thereof, that are required under applicable governmental laws and regulations for such assignment, porting, establishment, or transfer. In addition, CUSTOMER shall furnish ATL with such letters of authorization or agency ("LOAs") and other documents that are required by law or reasonably requested by ATL in connection with ATL's provision of such Services. ATL shall be entitled to rely on the authenticity, accuracy, and currency of all LOAs and other documentation provided to ATL by CUSTOMER.

Section 11. Term and Termination.

The term of this Agreement will commence on the effective date hereof and will continue in full force and effect for a term of three (3) months and thereafter this Agreement will automatically be renewed and extended for an indefinite number of successive thirty (30) day terms unless and until terminated by either Party pursuant to written notice delivered by the terminating Party to the other Party not less than thirty (30) days prior to the intended termination date.

Section 12. Survival.

Any provision hereof, which, by its context is intended to survive the termination or expiration hereof, shall also survive. All limitations of liability, confidentiality provisions, and indemnification obligations shall survive the termination or expiration of this Agreement.

Section 13. Notices and Communications.

Except as otherwise expressly provided herein, all notices under this Agreement by a Party must be given in writing by delivering the same to the other Party by personal delivery, e-mail, facsimile (fax), prepaid commercial overnight delivery or First Class United States mail, with confirmation of delivery. Such notice shall be effective upon confirmation of delivery. In the case of ATL, such notices shall be delivered to ATL at the street, e-mail, or fax address shown in this Agreement. In the case of CUSTOMER, such notices shall be delivered to CUSTOMER at the street, e-mail, or fax address furnished to ATL in the CUSTOMER Client Data Form. E-mail or fax transmission of a signed CUSTOMER Work Order may be used in lieu of delivering the signed original CUSTOMER Work Order for all purposes, including, without limitation, resolution of disputes between the Parties in any forum, except that CUSTOMER must retain and, upon appropriate request furnish, signed, original RespOrg releases.

Section 14. Independent Contractors.

The relationship of the Parties hereto is solely that of independent contractors, not employer/employee, and nothing herein will be construed to constitute ATL and CUSTOMER as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither ATL nor CUSTOMER, nor any representatives or employees of either are employees of the other for any purpose, and neither Party nor any representatives or employees will have any power or authority, express or implied, to represent, act for, or otherwise create or assume any obligation on behalf of, or binding upon the other Party, other than as expressly set forth herein. As independent contractors, each Party is responsible for reporting and payment of all taxes owed by that Party.

Section 15. Assignment.

CUSTOMER must not assign, sell or transfer this Agreement or the right to receive Services, whether by operation of law or otherwise, without the prior written consent of ATL, which consent will not be unreasonably withheld, except to affiliates, which shall not require consent.

Section 16. Binding on Successors.

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 17. No Third Party Beneficiaries.

This Agreement does not provide any person or entity that is not a party to this Agreement with any right, benefit, remedy, claim, liability, or cause of action.

Section 18. Complete Agreement.

This Agreement, which includes the Exhibits and executed Service Addendums and the associated Fee Schedule described herein, contains the entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments, and understandings relating to the subject matter hereof are merged herein. There is no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing among any of the Parties that are not referenced herein.

Section 19. Amendments and Waivers.

Except as expressly provided in this Agreement with respect to changes in the Service Addendum Fee Schedules, this Agreement may be amended only by an instrument in writing signed by both Parties. No waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless and until the same is reduced to writing and signed by a duly authorized representative of the Party against whom such waiver or consent is claimed. No course of dealing or failure of either Party to enforce any provision of this Agreement will be construed as a waiver of such provision or of any other right under this Agreement.

Section 20. Severability.

Whenever possible, each provision of this Agreement should be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement should be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 21. Subject Headings.

The subject headings of the sections of this Agreement are included for convenience only, and will not affect the construction or interpretation of any of its provisions.

Section 22. Governing Law.

This Agreement is made under and will be construed in accordance with the laws of the State of Florida with venue is Polk county, Florida.

Section 23. Dispute Resolution.

The Parties will attempt in good faith to resolve any controversy, claim, or dispute arising out of or relating to this Agreement ("Dispute") by mediation under the Commercial Mediation Rules of the American Arbitration Association (AAA) in effect on the date of this Agreement. If the Dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of a written notice delivered by either Party to the other setting forth the nature and amount of the Dispute ("Dispute Notice"), the Dispute will be submitted to binding arbitration by a neutral arbitrator in Portland, and administered by the AAA under its Commercial Arbitration Rules, except that (a) persons eligible to be selected as arbitrators will be limited to lawyers specializing in either general commercial litigation or general corporate and commercial matters who have both had training and experience as arbitrators, and (b) each Party will be entitled to strike on a preemptory basis, for any reason or no reason, any or all of the names of potential arbitrators on the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. The arbitrator will base any award on applicable law and judicial precedent and, unless both Parties agree otherwise, will include in such award a statement of the reason upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Section 24. Confidentiality; Non-Publicity.

24.1 ATL shall cooperate in good faith with Customer's reasonable efforts to comply with applicable law and Federal Communications Commission ("FCC") regulations relating to use, disclosure, and access to customer proprietary

network information ("CPNI"), as defined by Title 47, section 222 of the United States Code (47 U.S.C. § 222). ATL will take all commercially reasonable efforts not to disclose the existence of this Agreement to any entity outside of the business relationship established between the Parties by virtue of this Agreement. Customer's name, identity, and trademarks may not be used by ATL in any way, including, but not limited to, use in any customer lists of ATL or in any promotional or advertising materials or activities of ATL, unless permission is received via e-mail or fax.

24.2 Confidential Information. "Confidential Information" may include: (i) all information related to the business of one party ("Discloser") and any of its affiliates, clients and other third parties, to which the other party ("Recipient") has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with the Services; (ii) all Work Product as described in Section 4 below; (iii) all notes, analyses and studies prepared by Recipient incorporating any of the information described in this Section 24; and (iv) the terms and conditions of this Agreement.

24.3 Restrictions. Recipient will keep the Confidential Information confidential, and may disclose the Confidential Information to its Representatives (officers, directors, employees, agents and subcontractors (and their employees) of such party) who have a need to know such Confidential Information solely in connection with this Agreement. Recipient will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms of this Agreement by any such Representatives. Recipient will not transfer or disclose any Confidential Information to any third party without Discloser's prior written permission and without such third party having a contractual obligation (consistent with this Section 24 to keep such Confidential Information confidential. Recipient will not use any Confidential Information for any purpose other than to perform its obligations under this Agreement.

24.4 Nonpublic Personal Information. The provisions of this Section apply notwithstanding anything to the contrary in this Agreement, including the exclusions to Confidential Information described in Section 24.5 ("Exclusions"). Confidential Information of CUSTOMER includes "NPI," which has the meaning ascribed to "Nonpublic Personal Information" in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder ("GLBA"). To the extent that ATL has had or will have access to NPI, the NPI Provisions in Exhibit C ("Nonpublic Personal Information and Foreign Data Protection Provisions") attached hereto will apply with respect to such NPI.

24.5 Foreign Data Protection. To the extent that ATL has had or will have access to personal data subject to the European Commission Data Protection Directive (95/46/EC) or Data Protection Act 1998 or any implementing or related legislation of any member state in the European Economic Area, or other similar data protection laws of non-U.S. jurisdictions (collectively, such personal data, the "Foreign Personal Data" or "FPD", such laws, the "Data Protection Laws"), the Foreign Data Protection Provisions in Exhibit C ("Nonpublic Personal Information and Foreign Data Protection Provisions") attached hereto will apply to such FPD.

24.6 Exclusions. Confidential Information does not include information that: (i) is obtained by Recipient from the public domain without breach of this Agreement and independently of Recipient's knowledge of any Confidential Information; (ii) was lawfully and demonstrably in the possession of Recipient prior to its receipt from Discloser; (iii) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (iv) becomes known by Recipient from a third party independently of Recipient's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

24.7 Legal Requirements. If Recipient is requested or required to disclose any of Discloser's Confidential Information beyond the corporate entity name and a legal contact of CUSTOMER under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), Recipient will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to Discloser so Discloser may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If Discloser is not successful in obtaining a protective order or other appropriate remedy and Recipient is legally compelled to disclose such Confidential Information, or if Discloser waives compliance with the provisions of this Agreement in writing, Recipient may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

24.8 Security Event. In the event that Recipient learns or has reason to believe that Confidential Information has been disclosed or accessed by an unauthorized party, Recipient will immediately give notice of such event to its business unit contact at Discloser. Furthermore, in the event that ATL has access to or acquires individually identifiable information in relation to this Agreement, the following shall apply: ATL acknowledges that upon unauthorized acquisition or disclosure of such individually identifiable information (including NPI and FPD) within ATL custody or control (a "Security Event"), the law may require that ATL notify the individuals whose information was disclosed that a Security Event has occurred. ATL must notify CUSTOMER immediately if ATL learns or has reason to believe a Security Event has occurred. ATL agrees that

it will not notify the individuals until ATL first consults with CUSTOMER and CUSTOMER has had an opportunity to review any such notice.

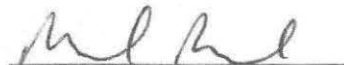
24.9 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of this Agreement or upon Discloser's written request, Recipient will return to Discloser all copies of Confidential Information already in Recipient's possession or within its control. Alternatively, with Discloser's prior written consent, Recipient may destroy such Confidential Information; provided that the Confidential Information is: (i) destroyed in accordance with applicable law, rule or regulation; and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of Recipient will certify in writing to Discloser that all such Confidential Information has been so destroyed.

24.10 No Publicity. ATL agrees not to disclose the identity of CUSTOMER or its affiliates or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of ATL or the existence or nature of this Agreement without prior written approval from an authorized agent of CUSTOMER.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement by and through their respective authorized representatives, to be effective as of the date and year first above written.

ATL COMMUNICATIONS

By:

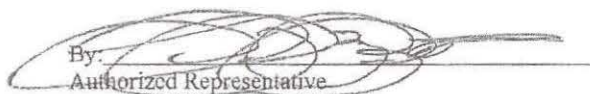


Michael Rothchild
COO

CUSTOMER

Mix Networks, Inc

By:



Authorized Representative

Printed Signatory: Louie Holmes

Title: President & CEO

Date:

8/7/15

Date:

8/06/15

ATL Address:

56825 Venture Lane
Suite 110
Sunriver, OR 97707

CUSTOMER Address:

608 Robin Road
Lakeland, FL 33803

LOCAL NUMBER PORTING SERVICE ADDENDUM

1. Appointment of ATL. CUSTOMER hereby appoints ATL to act as CUSTOMER's agent for the purpose of undertaking local number porting activities on CUSTOMER's behalf pursuant to the Agreement between ATL and CUSTOMER, of which this Service Addendum is a part.

2. Local Number Porting Activities.

2.1. Port-Ins. ATL shall use commercially-reasonable efforts to complete local number porting activities on CUSTOMER's behalf when CUSTOMER is the new (winning) local service provider (NLSP) as follows (activities may vary depending on whether CUSTOMER is the new network service provider (NNSP) or is a non-facilities-based provider):

(a) Ongoing Interface. ATL will act as CUSTOMER's primary interface with the Number Portability Administration Center (NPAC) and other carriers involved with local number porting.

(b) CSR Review. ATL will obtain the customer service record (CSR) from the old (losing) local service provider (OLSP), if available, and determine whether there are any inconsistencies between the data in the CSR and the order for CUSTOMER's service. ATL will report any inconsistencies to CUSTOMER and shall thereafter refrain from carrying out any further porting activities with respect to the order until CUSTOMER has resolved the inconsistencies and notifies ATL that porting can proceed.

(c) LSR Submission. ATL will submit an appropriate local service request (LSR) or LSR information to the NNSP if CUSTOMER is not the NNSP. If CUSTOMER is the NNSP, ATL will send an appropriate LSR to the old network service provider (ONSP). In addition, ATL will submit supplemental LSRs and cancellation requests, as requested by CUSTOMER.

(d) FOC. ATL will notify CUSTOMER's provisioning contact upon receipt of a firm order confirmation (FOC) and, if applicable, the due date for the port specified in the FOC. Additionally, ATL will notify CUSTOMER if there is no response back from the OLSP within 24 hours, with follow-up at 36 hours in order to avoid a situation where numbers could passively port, due to a lack of response from OLSP.

(e) Rejects. ATL will notify CUSTOMER's provisioning contact upon receipt of an LSR rejection. ATL and CUSTOMER shall thereafter cooperate with each other to address the reject and to re-submit the LSR to enable completion of port.

(f) Due Date Coordination. ATL, in cooperation with CUSTOMER, will coordinate port due dates, as necessary, with the ONSP.

(g) NPAC Data Entry/Communications. ATL will be responsible for submission of all messages, data, and other information into the NPAC in accordance with the current local number porting processes established by the North American Numbering Council (NANC) and will also be the contact point for receipt of related messages from the NPAC. ATL will advise CUSTOMER of conflict notices, port cancellations, and other communications affecting or potentially affecting port-in activities.

(h) NPAC Data Entry/Communications. ATL will be responsible for submission of all messages, data, and other information into the NPAC in accordance with the current local number porting processes established by the North American Numbering Council (NANC) and will also be the contact point for receipt of related messages from the NPAC. ATL will advise CUSTOMER of conflict notices, port cancellations, and other communications affecting or potentially affecting port-in activities.

(i) Provisioning. ATL, in cooperation with CUSTOMER, will activate switch translations and provide notification to the NPAC to activate the port. CUSTOMER shall be responsible for performing any physical activities required to complete ports. In cases where a coordinated cut-over is required or requested, ATL, in cooperation with CUSTOMER, will negotiate the cut-over time and process. Following port activation by the NPAC, ATL will conduct appropriate testing to verify that calls to ported numbers complete as expected.

LMH